

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

TIMOTHY STAUB
21002 Anclote Court
Venice, FL 34293

Plaintiff,

vs.

LOCUS MANAGEMENT, LLC
c/o CT Corporation System
4400 Easton Commons, Suite 125
Columbus, OH 43219

and

LOCUS SOLUTIONS, LLC
c/o CT Corporation System
4400 Easton Commons, Suite 125
Columbus, OH 43219

and

LOCUS HOLDINGS, LLC
c/o CT Corporation System
4400 Easton Commons, Suite 125
Columbus, OH 43219

and

FTI CONSULTING, INC.
c/o The Corporation Trust, Inc., agent
2405 York Road, Suite 201
Lutherville Timonium, MD 21093

and

JOSEPH CONCANNON
1000 Omega Drive, Suite 1325
Pittsburgh, Pennsylvania 15205

Defendants.

CASE NO. 1:24-CV-01868

JUDGE DAVID A. RUIZ

**VERIFIED COMPLAINT FOR
PRELIMINARY INJUNCTION,
PERMANENT INJUNCTION, AND
OTHER RELIEF**

**JURY DEMAND ENDORSED
HEREON**

For his Verified Complaint against Defendants Locus Management, LLC, Locus Solutions, LLC, Locus Holdings, LLC, and Joseph Concannon, Plaintiff Timothy Staub, through counsel, alleges the following:

INTRODUCTORY STATEMENT

1. Plaintiff Timothy Staub is an individual and a resident of the Commonwealth of Virginia.
2. Defendant Locus Management, LLC (“Locus Management”) is a limited liability company, organized and existing under the laws of the State of Ohio, that filed a certificate of dissolution with the Ohio Secretary of State on December 3, 2024.
3. Defendant Locus Solutions, LLC (“Locus Solutions”) is a limited liability company, organized and existing under the laws of the State of Ohio, that filed a certificate of dissolution with the Ohio Secretary of State on December 3, 2024.
4. Defendant Locus Holdings, LLC (“Locus Holdings”) is a limited liability company, organized and existing under the laws of the State of Delaware.
5. Defendant FTI Consulting, Inc. (“FTI”) is a corporation, organized and existing under the laws of the State of Maryland.
6. Upon information and belief, Defendant Joseph Concannon is an individual and resident of the State of Pennsylvania.
7. This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1332 because the amount at issue exceeds \$75,000 and there is complete diversity between the Plaintiff and Defendants.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(d) because Locus Management and Locus Solutions are each entities created and existing in the State of Ohio and had their principal places of business in the Northern District of Ohio.

FACTS

9. On September 16, 2024, Plaintiff received the final award related to an arbitration dispute between Plaintiff and Defendants Locus Management and Locus Solutions (the “Arbitration Award”).

10. On October 25, 2024, Plaintiff filed an Application to Confirm Arbitration Award with this Court (the “Application to Confirm Award”).

11. On November 6, 2024, only twelve (12) days after the filing of the Application to Confirm Award, both Locus Management and Locus Solutions began to transfer trade names and fictitious names to Defendant Locus Holdings, which was formed on August 12, 2024 during the pendency of the arbitration.

12. On November 6, 2024, Locus Management filed an assignment of registered trade name with the Ohio Secretary of State, whereby Locus Management transferred the trade name “Locus Ingredients” to Locus Holdings (the “Locus Ingredients Assignment”).

13. A true copy of the Locus Ingredients Assignment is attached to this Complaint as Exhibit 1.

14. On November 6, 2024, Locus Solutions filed an assignment of registered trade name with the Ohio Secretary of State, whereby Locus Solutions transferred the trade name “Locus Fermentation Solutions” to Locus Holdings (the “Locus Fermentation Solutions Assignment”).

15. A true copy of the Locus Fermentation Solutions Assignment is attached to this Complaint as Exhibit 2.

16. On November 6, 2024, Locus Holdings filed an assignment of registered trade name with the Ohio Secretary of State, whereby Locus Holdings transferred the trade name “Locus Animal Nutrition” to Locus Holdings (the “Locus Animal Nutrition Assignment”).

17. A true copy of the Locus Animal Nutrition Assignment is attached to this Complaint as Exhibit 3.

18. On November 6, 2024, Locus Management filed an assignment of registered trade name with the Ohio Secretary of State, whereby Locus Management transferred the trade name “Locus Wellness” to Locus Holdings (the “Locus Wellness Assignment”).

19. A true copy of the Locus Wellness Assignment is attached to this Complaint as Exhibit 4.

20. On November 6, 2024, Locus Management filed an assignment of registered trade name with the Ohio Secretary of State, whereby Locus Management transferred the trade name “Locus Consumer Brands” to Locus Holdings (the “Locus Consumer Brands Assignment”).

21. A true copy of the Locus Consumer Brands Assignment is attached to this Complaint as Exhibit 5.

22. On November 6, 2024, Locus Management filed an assignment of registered trade name with the Ohio Secretary of State, whereby Locus Management transferred the trade name “Locus Mining Solutions” to Locus Holdings (the “Locus Mining Solutions Assignment”).

23. A true copy of the Locus Mining Solutions Assignment is attached to this Complaint as Exhibit 6.

24. On November 6, 2024, Locus Management filed an assignment of registered trade name with the Ohio Secretary of State, whereby Locus Management transferred the trade name

“Locus Performance Ingredients” to Locus Holdings (the “Locus Performance Ingredients Assignment”).

25. A true copy of the Locus Performance Ingredients Assignment is attached to this Complaint as Exhibit 7.

26. Exhibits 1-7 were each signed by Defendant Joseph Concannon.

27. On December 3, 2024, both Locus Management and Locus Solutions filed certificates of dissolution with the Ohio Secretary of State.

28. A true copy of the Locus Management dissolution is attached to this Verified Complaint (the “Complaint”) as Exhibit 8 (the “Locus Management Dissolution”).

29. A true copy of the Locus Solutions dissolution is attached to this Complaint as Exhibit 9 (the “Locus Solutions Dissolution”).

30. The Locus Management Dissolution and the Locus Solutions Dissolution were each signed by Defendant Joseph Concannon.

31. Defendant Joseph Concannon is listed as the “Chief Restructuring Officer” on the Locus Management Dissolution and the Locus Solutions Dissolution.

32. Defendant Joseph Concannon is an employee of Defendant FTI.

33. Prior to the Locus Management Dissolution and the Locus Solutions Dissolution, Locus Management and Locus Solutions, jointly and severally, owed a debt to Plaintiff by way of the Arbitration Award as well as the underlying agreement the Arbitration Award was based on.

34. The debt owed to Plaintiff caused Plaintiff to be a creditor to both Locus Management and Locus Solutions.

35. Upon information and belief, neither Locus Management nor Locus Solutions followed the requirements of R.C. 1706.475(a) before, during, or after the Locus Management Dissolution and the Locus Solutions Dissolution.

36. At a minimum, Plaintiff had a claim, as defined by R.C. 1336.01(C), against both Locus Management and Locus Solutions prior to the filing of the Locus Management Dissolution and the Locus Solutions Dissolution.

37. Both Locus Management and Locus Solutions were aware of the claim by way of the Arbitration Award and the Application to Confirm Award.

38. Plaintiff never received any notice from Locus Management or Locus Solutions pursuant to R.C. 1706.473.

39. Upon information and belief, Locus Management and Locus Solutions have each transferred, or have plans to transfer, other assets from Locus Management and Locus Solutions to Locus Holdings.

40. Upon information and belief, FTI is an agent or entity with authority over Locus Management and Locus Solutions, and FTI has transferred, or has plans to transfer, other assets from Locus Management and Locus Solutions to Locus Holdings.

41. Upon information and belief, Joseph Concannon is an agent or person with authority over Locus Management and Locus Solutions, and Mr. Concannon has transferred, or has plans to transfer, other assets from Locus Management and Locus Solutions to Locus Holdings.

42. The transfers described in ¶¶ 39-41, as well as the transfers described in ¶¶ 10-25, were made with actual intent to hinder, delay or defraud Plaintiff.

43. The transfers described in ¶¶ 39-41, as well as the transfers described in ¶¶ 10-25, were made without either Locus Management or Locus Solutions receiving a reasonably equivalent value in exchange for the transfer.

44. Defendants Locus Management, Locus Solutions, FTI, and Joseph Concannon each concealed or otherwise misrepresented Plaintiff's claim in order to justify the transfers described in ¶¶ 39-41, as well as the transfers described in ¶¶ 10-25.

45. The transfers described in ¶¶ 39-41, as well as the transfers described in ¶¶ 10-25 materially affected the value of the Arbitration Award and Plaintiff's claim.

46. Defendants Locus Management, Locus Solutions, FTI, and Joseph Concannon each were aware of the false nature of their representations, or they acted recklessly with regard to the Arbitration Award and Plaintiff's claim.

47. Defendants Locus Management, Locus Solutions, FTI, and Joseph Concannon intended for their misrepresentations to be relied on.

48. Additionally, despite filing the Locus Solutions Dissolution, Locus Solutions is apparently still doing business, because Locus Solutions is actively participating in Case No. 1:24-cv-01878 before this Court.

49. Locus Solutions' participation in the other case includes filing a motion for leave and answer.

50. To date, Plaintiff is owed \$370,676, jointly and severally, from Defendants Locus Management and Locus Solutions, and Plaintiff has not been paid, despite demand for payment.

FIRST CLAIM: FRAUDULENT CONVEYANCE (O.R.C. § 1336.04)

51. Plaintiff restates each of the previous allegations as if fully restated herein.

52. On September 16, 2024, Plaintiff obtained the Arbitration Award against Defendants Locus Management and Locus Solutions.

53. The Arbitration Award constitutes a “claim” as defined by R.C. 1336.01(C).

54. Plaintiff is a “creditor” as defined by R.C. 1336.01(D).

55. The Arbitration Award is a “debt” as defined by R.C. 1336.01(E).

56. Defendant Locus Solutions is a “debtor” as defined by R.C. 1336.01(F).

57. Defendant Locus Management is a “debtor” as defined by R.C. 1336.01(F).

58. Defendant Joseph Concannon is an “insider” as defined by R.C. 1336.01(G)(5).

59. Defendant Locus Holdings is an “insider” as defined by R.C. 1336.01(G).

60. The Arbitration Award constitutes a “lien” as defined by R.C. 1336.01(H).

61. The transfers described in ¶¶ 39-41, as well as the transfers described in ¶¶ 10-25, were made with actual intent to hinder, delay or defraud Plaintiff.

62. The transfers described in ¶¶ 39-41, as well as the transfers described in ¶¶ 10-25, were made without either Locus Management or Locus Solutions receiving a reasonably equivalent value in exchange for the transfer.

63. Plaintiff is entitled to relief under R.C. 1336.07, including either an avoidance of the transfers, including any transfers of other assets, or an attachment or garnishment of the transferred property.

64. In the alternative, Plaintiff is entitled to the equitable remedies set forth under R.C. 1336.07(A)(3).

65. In addition, and due to the malicious and reckless actions of Defendants, Plaintiff is entitled to any additional penalty damages the Court deems just and appropriate under the circumstances, plus Plaintiff’s reasonable attorney fees.

SECOND CLAIM: FRAUD

66. Plaintiff restates each of the previous allegations as if fully restated herein.
67. Defendants Locus Management, Locus Solutions, FTI, and Joseph Concannon each concealed or otherwise misrepresented Plaintiff's claim in making the transfers described in ¶¶ 39-41, as well as the transfers described in ¶¶ 10-25.
68. The transfers described in ¶¶ 39-41, as well as the transfers described in ¶¶ 10-25 were material to Plaintiff's claim and the debt owed to Plaintiff pursuant to the Arbitration Award.
69. Defendants Locus Management, Locus Solutions, FTI, and Joseph Concannon each were aware of the false nature of their representations, or they acted recklessly with regard to the Arbitration Award and Plaintiff's claim, when they caused the transfers to be made.
70. Defendants Locus Management, Locus Solutions, FTI, and Joseph Concannon intended for their misrepresentations or concealments to be relied on.
71. Defendants Locus Management, Locus Solutions, FTI, and Joseph Concannon's misrepresentations and concealments have caused damage to Plaintiff in the form of non-payment of the Arbitration Award or Plaintiff's claim.
72. Plaintiff is owed an amount to be proven at trial, but believed to be in excess of \$75,000, jointly and severally from Defendants Locus Management, Locus Solutions, FTI, and Joseph Concannon, plus any additional penalty damages the Court deems just and appropriate under the circumstances, plus Plaintiff's reasonable attorney fees.

THIRD CLAIM: ACTION FOR APPOINTMENT OF RECEIVER AND WINDING UP

73. Plaintiff restates each of the previous allegations as if fully restated herein.
74. Pursuant to R.C. 2735.01(A)(1), Plaintiff is a creditor of Locus Management and Locus Solutions.

75. Locus Management and Locus Solutions' property or funds are in danger of being lost, removed, or materially injured.

76. As a creditor, Plaintiff is entitled to the appointment of a receiver by the Court, since Locus Management and Locus Solutions' property or funds are in danger of being lost, removed, or materially injured.

77. In addition, Plaintiff is likely to obtain a judgment, in the form of confirmation of the Arbitration Award, and at that time a receiver should be appointed according to R.C. 2735.01(A)(4) or (5).

78. Locus Management and Locus Solutions have both been voluntarily dissolved.

79. In addition, a receiver should be appointed pursuant to R.C. 2735.01(A)(6) because Locus Management and Locus Solutions have both been dissolved without first paying Plaintiff.

80. After the dissolution, neither Locus Management nor Locus Solutions has followed the procedures set for the in R.C. 1706.472, so the receiver should be appointed to conduct the winding up of those LLCs.

FIFTH CLAIM: CIVIL CONSPIRACY

81. Plaintiff restates each of the previous allegations as if fully restated herein.

82. The Defendants in this case acted in concert with each other in attempting to avoid payment of the outstanding debt to Plaintiff Timothy Staub.

83. The aforementioned actions of the Defendants constitute a civil conspiracy.

84. Plaintiff is entitled to damages related to the conspiracy in an amount to be proven at trial, but believed to be in excess of \$75,000, plus any additional penalty damages the Court deems just and appropriate under the circumstances, plus Plaintiff's reasonable attorney fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Timothy Staub prays for the following relief:

- (1) As to the First Claim, a judgment declaring that Defendants Locus Management LLC and Locus Solutions LLC each violated R.C. 1336.04, that their violations were malicious or with reckless disregard to Plaintiff's rights, and awarding Plaintiff to relief, plus any punitive damages the Court deems appropriate, plus Plaintiff's reasonable attorney's fees.
- (2) As to the Second Claim, a judgment declaring that Defendants Locus Management, LLC, Locus Solutions, LLC, FTI Consulting, Inc., and Joseph Concannon committed fraud related to the transfer of property and other assets from Locus Management and Locus Solutions to Locus Holdings or any other person or entity, and finding Defendants Locus Management, LLC, Locus Solutions, LLC, FTI Consulting, Inc., and Joseph Concannon liable, jointly and severally, in an amount to be proven at trial, but believed to be in excess of \$75,000, plus any punitive damages the Court deems appropriate, plus Plaintiff's reasonable attorney's fees.
- (3) As to the Third Claim, an order appointing a receiver pursuant to R.C. 2735.01(A)(1) and granting the receiver the authority to oversee Locus Management, LLC and Locus Solutions, LLC's property or other assets.
- (4) As to the Fourth Claim, an order permitting the Court and/or the receiver appointed by the Court to oversee the winding up of both Locus Management, LLC and Locus Solutions, LLC'
- (5) As to the Fifth Claim, a judgment declaring that all of the Defendants, together, have engaged in a conspiracy to cause Plaintiff's debt to go unpaid by Locus Management, LLC and Locus Solutions, LLC, and awarding Plaintiff, jointly and severally against all

Defendants, an amount to be proven at trial, but believed to be in excess of \$75,000, plus any punitive damages the Court deems appropriate, plus Plaintiff's reasonable attorney's fees.

- (6) Pre- and post-judgment interest at the statutory rate.
- (7) Such other relief as the Court deems just and proper under the circumstances.

Respectfully submitted,

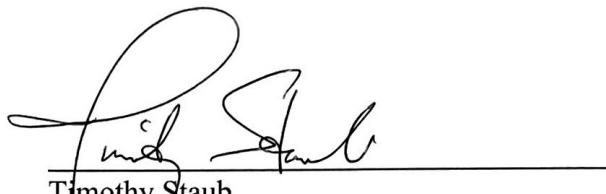
s/Michael R. Fortney

Michael R. Fortney (#0092325)
FORTNEY LAW, LLC
300 Weatherstone Dr. #303
Wadsworth, OH 44281
(330) 619-8502
mike@ohiolienlawyer.com

Attorney for Plaintiff

VERIFICATION

I swear that the facts recited in the foregoing verified complaint for preliminary injunction, permanent injunction, and other relief are true to the best of my knowledge.



Timothy Staub

Eth
State of Florida
Commonwealth of Virginia)
) ss
Sarasota County)

SWORN to and SUBSCRIBED in my presence this 28 day of February, 2025

Ethan Reeder
NOTARY PUBLIC

[Clear Form](#)WELLS
FARGO

Jurat Certificate

State of Florida

County of Sarasota

Sworn to (or affirmed) and subscribed before me this 28th day of February, 20 25, by means of physical presence or online notarization TIMOTHY G STAUB (name of person making statement).

Personally known to me _____

Produced Identification _____

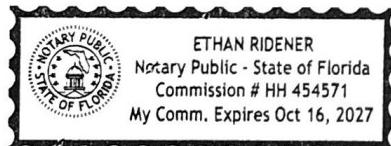
Type of Identification Produced Florida driver's license

Notary Signature Ethan Ridener

Title Notary public

My appointment expires 10/16/2027

Place Seal Here



Description of Attached document

Type or Title of Document

Preliminary injunction

Document Date

02/28/2025

Number of Pages

13

Signer(s) Other Than Named Above